Amendment No. 6 to the Interconnection Agreement
between
U S WEST Communications, Inc.
and
McLeodUSA Telecommunications Services, Inc.
for the State of Nebraska

This Amendment No. 6 ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("CLEC"), a Delaware corporation, and U S WEST Communications, Inc., ("USWC") a Colorado corporation. CLEC and USWC shall be known jointly as the "Parties".

RECITALS

CLEC and USWC entered into that certain Interconnection Agreement for service in the state of Nebraska which was approved by the Nebraska Public Service Commission on April 14, 1999 (the "Agreement"); and

CLEC and USWC wish to amend the Agreement under the terms, conditions, and rates contained herein.

NOW THEREFORE, the Parties agree to the following:

1. DESCRIPTION OF AMENDMENT AND MODIFICATIONS:

Part III of the Agreement, Section 44, Unbundled Network Elements is hereby amended to add the terms, conditions and rates for xDSL-I Loop ("IDSL"). A new section 44.15 is added as follows (Rates follow as Exhibit A):

44.15 xDSL-I Loop (IDSL")

44.15.1 Description

44.15.1.1 The xDSL-I ("IDSL") transports bi-directional, two-wire, Digital Subscriber Line signals with a nominal transmission rate of 160 kbit/s and will meet the performance requirements specified in U S WEST's Technical Publication 77384. It shall permit access from 128 kbit/s to 144 kbit/s, unchannelized payload bandwidth for transport of IDSL Services.

44.15.2 Terms and Conditions

44.15.2.1 USWC shall provide to CLEC, on a non-discriminatory basis, Unbundled IDSL Loops of substantially the same quality as the Loop that USWC uses to provide service to its own end-users within a reasonable timeframe and with a minimum of service disruption.

44.15.2.2 IDSL Digital Capable or Qualified Loops – IDSL. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled IDSL

loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. USWC will determine the specific transmission technology by which the IDSL Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply if conditioning of the IDSL capable loops is determined to be necessary and is requested by CLEC.

44.15.2.3 When CLEC requests an IDSL Loop, USWC will dispatch a technician to provide Extension Technology (as defined in the Interconnect and Resale Resource Guide), that may include the placement of repeaters, in either the Central Office or in the field, or BRITE cards in both the Central Office Terminal ("COT") and Remote Terminal ("RT") in order to make the Loop IDSL capable. The IDSL Loop may also require conditioning (e.g., removal of loads or bridged tap). CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge as specified in Exhibit A of this Amendment. If USWC uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, USWC will make alternate arrangements, which could include Line and Station Transfers (LST), to permit CLEC to order a contiguous Unbundled Loop.

44.15.2.4 USWC is not obligated to provision IDSL in areas served by Loop facilities and/or transmission equipment that is not compatible with the requested service. To avoid spectrum conflict within USWC facilities, USWC may control the use of certain cables for spectrum management considerations.

44.15.2.5 CLEC has four installation options available when ordering an IDSL Unbundled Loop. Depending on the type of Loop ordered, the rates for the installation options will vary. Rates are contained in Exhibit A of this Amendment.

44.15.2.5.1 Basic Installation Option for Existing Service. The Basic Installation option may be ordered for existing (reuse) service only. For an existing USWC or other CLEC end user changing to CLEC, the Basic Installation option has no associated circuit testing. USWC disconnects the Loop from its current termination and delivers it via the ITP to the point of demarcation. USWC will notify CLEC when the work activity is complete. Basic Installation Rates apply for this option and are contained in Exhibit A of this Amendment.

44.15.2.5.2 Basic Installation with Performance Testing Option for New Service. The Basic Installation with Performance Testing option is the minimum level of installation required for new service. For new service that has not previously existed, USWC will complete the circuit wiring per the WORD document and/or the service order. USWC will perform the required performance tests to ensure the new circuit meets basic required parameter limits. The test results are recorded as benchmarks

for future testing purposes. The test results are forwarded to CLEC by USWC. Basic Installation with Performance Testing rates apply for this option and are contained in Exhibit A of this Amendment.

44.15.2.5.3 Coordinated Installation with Cooperative Testing Option. The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing USWC or other CLEC end user changing to CLEC, the Coordinated Installation option includes cooperative testing. CLEC has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, CLEC will provide such information to USWC at least 48 hours prior to the desired appointment time. At the appointment time, USWC will disconnect the Loop from its current termination and deliver it to the point of demarcation in coordination with CLEC. USWC will complete the required performance tests and perform other testing as requested by CLEC. Testing requested by CLEC that exceeds testing requirements contained in U S WEST's Technical Publication 77384 will be billed to CLEC. Test results will be recorded as benchmarks for future testing and will be forwarded to CLEC. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment.

- **IDSL Loops**

No Load Coils, Opens, Grounds, Shorts or Foreign Volts

Insertion Loss = < 42 dB at 40 kHz
Errored Second and Severely Errored Second Testing per Technical Publication 77384, where test capability exists

44.15.2.6 Unbundled IDSL Loops are provided in accordance with the specifications, interfaces and parameters described in U S WEST's Technical Publication 77384. USWC's sole obligation is to provide and maintain IDSL Unbundled Loops in accordance with such specifications, interfaces and parameters. USWC does not warrant that IDSL Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between CLEC's end user and USWC's end office and may vary due to characteristics inherent in the physical network. USWC, in order to properly maintain and modernize the network, may make necessary modifications and changes to the IDSL Unbundled Loops, ancillary and finished services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notices Section of the Agreement.

44.15.3 Rate Elements

The following rate elements are contained in Exhibit A of this Amendment.

44.15.3.1 IDSL Digital Capable Loops – IDSL capable Loops should be requested when the 2/4 wire non-loaded Loop is either not available or the non-loaded Loop does not meet the technical parameters of CLEC's service(s). IDSL Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a USWC CO-NI. IDSL capable unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. USWC will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable Loops, as requested by CLEC, if necessary.

44.15.3.2 Unbundled Loop recurring monthly rates for IDSL, which also includes Extension Technology recurring charges, are described in Exhibit A and includes the following:

a) Installation charges;

b) Conditioning charge.

44.15.3.3 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing. Rates are found in Exhibit A.

44.15.3.4 Out of Hours Coordinated Installations

44.15.3.4.1 For purposes of this Section, USWC's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Out of hours installations are only 5:00 p.m. to 10:00 p.m., local time, Monday through Friday and 8:00 a.m. to 12:00 p.m., local time, Saturday.

44.15.3.4.2 Out of Hours installations permit CLEC to select a coordinated installation outside of USWC's installation hours. For planning purposes, CLEC shall provide USWC with a forecast of out of hours coordinated installations at least two weeks prior to CLEC placing an order in a particular state. Forecasts should include the anticipated coordinated installation appointment times and volumes to be installed out of hours.

44.15.3.4.3 CLEC shall request out of hours coordinated installations by submitting a Local Service Request (LSR) and designating the desired appointment time outside. In the Remarks section of the LSR, CLEC must specify an Out of Hours coordinated installation.

44.15.3.4.4 The date and time for out of hours coordinated installations may need to be negotiated between USWC and CLEC because of system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same switch (switch contention).

44.15.3.4.5 CLEC will incur additional charges for out of hours coordinated installations. These charges will be the overtime rates. Refer to Exhibit A for these charges.

44.15.3.4.6 USWC will provide FOCs (Firm Order Commitments) to CLECs according to the PO-5 performance measure. For unbundled loops, the FOC is an acknowledgment that USWC has received the service request. The FOC does not indicate that USWC has compatible facilities to fulfill the service order by the requested due date. The FOC for orders requesting over 24 unbundled loops will be treated on an ICB basis.

44.15.3.5 CLEC is responsible for its own end user base and has responsibility for resolution of service problems. CLEC will perform trouble isolation on IDSL Unbundled Networks Elements prior to reporting trouble to USWC. USWC will work cooperatively with CLEC to resolve service problems. When the trouble is not in USWC's network, the trouble report will be referred back to CLEC and Defective Service Isolation Charges will apply.

44.15.4 Ordering Process

44.15.4.1 All IDSL Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Agreement.

44.15.4.2 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Terms and Conditions Section of this Amendment.

44.15.4.3 Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters required by the IDSL service.

44.15.4.4 The installation intervals for the IDSL Capable Loops are defined in the Interconnect & Resale Resource Guide. The interval will start when USWC receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 7:00 p.m. The service interval will begin on the next business day for service requests received after 7:00 p.m. This interval may be impacted by order volumes and load control considerations. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.

44.15.4.5 Installation intervals for IDSL Unbundled Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of central office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).

44.15.4.6 The service intervals that have been established for IDSL are set forth in Exhibit B to this Amendment.

44.15.4.7 When ordering IDSL Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service.

44.15.5 Maintenance and Repair

44.15.5.1 CLEC is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. CLEC will perform trouble isolation on the IDSL Unbundled Loop and any associated ancillary services prior to reporting trouble to USWC. USWC will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of USWC's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in USWC's network, CLEC shall be assessed the applicable time and materials charges.

44.15.5.2 USWC will perform tests to isolate the service trouble. If no trouble is found, USWC will notify CLEC. If the trouble is isolated to the Central Office, or a USWC facility, USWC will repair, without charge, as long as the trouble is not attributed to CLEC's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to CLEC's Collocation equipment, cabling or cross connects, USWC will notify CLEC and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to CLEC and charges will apply for trouble isolation.

44.15.5.3 When combining separately ordered elements or an element to collocated equipment, CLEC will have responsibility for testing its equipment, network facilities and the IDSL Unbundled Loop facility. If USWC performs tests of the IDSL Unbundled Loop facility at CLEC's request, and the fault is not in USWC's facilities, a trouble isolation charge/Defective Service Isolation charge shall apply.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by USWC. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements

have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

McLeodUSA Telecommunications Services, Inc.	**U S WEST Communications, Inc.**
Authorized Signature	Authorized Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

Exhibit A
NEBRASKA RATES

		Recurring	Nonrecurring
Conditioning			$538.51
Digital Capable Loops			
Basic Rate IDSL Capable Loop		$27.78	
Loop Installation Charges			
Basic Installation			
First Loop			$118.59
Each Additional Loop			$95.68
Basic Installation with Performance Testing			
First Loop			$194.62
Each Additional Loop			$151.06
Coordinated Installation with Cooperative Testing			
First Loop			$238.14
Each Additional Analog Loop			$194.58
Coordinated Installation without Cooperative Testing			
First Loop			$123.14
Each Additional Loop			$100.23
Network Interface Device (NID)			$62.33

Exhibit B

Established Service Intervals for IDSL:

		High Density	Low Density
a)	1-8 lines	5 business days	8 business days
b)	9-16 lines	6 business days	9 business days
c)	17-24 lines	7 business days	10 business days